

APPENDIX VI A

Procedure for Placing Licensee's Facilities on A Different Licensee's (Host Licensee's) Previously Licensed Facilities (Commonly Known as Overlash of Two Different Parties)

1 – SCOPE

An authorized Licensee (Host Licensee) having existing attachments to poles may decide to allow a different party to overlash its facilities to the Host Attachers facilities. This arrangement is generally covered by a separate written agreement between the Host and the entity desiring to overlash. Licensor requires written authorization from the Host Attacher in the form of an Amendment to its existing pole attachment agreement and requires the Overlashing entity to enter into an Overlash Agreement and follow the procedures for Overlashing contained in this Appendix.

2 - DEFINITIONS

- a) **Host Licensee** – An existing authorized Licensee who allows the facilities of another party to be overlashed to its own facilities
- b) **Overlash by Two Different Parties** – The act of attaching by means of Overlashing any single strand, hardware, cable, wires and/or apparatus owned by an entity to an authorized Licensee currently attached to Licensor's poles.
- c) **Post-construction Inspection** – Licensor's inspection of the poles after completion of Licensee's Overlash project at its own cost except that Licensee shall pay Verizon New England Inc. for the inspection of those poles found not in compliance as a result of the Inspection.
- d) **Post-construction Subsequent Inspection** – An inspection, subsequent to the Post-construction Inspection, required as the result of finding poles in non-compliance after the Post-construction Inspection performed by Licensor. Licensee shall prepay Licensor for the Post-construction Subsequent Inspection based on the Unit Pricing Schedule.
- e) **Self Pre-survey** – The performance of a field review by a Licensee to survey the routing of a proposed path where additional overlashed cable facilities are planned, to determine if any Make-ready Work is required. The Licensee shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Verizon New England Inc. representative and the results of the Self Pre-survey shall be provided to the Verizon New

England License Administration Group with documentation of any Subsequent Make-ready Work required before Licensee begins construction of the Overlash project.

- f) **Subsequent Make-ready Work** – Rearrangement of Verizon New England Inc. facilities by Verizon New England Inc. as determined by the Licensee's Self Pre-survey to provide for clearance and separation requirements for all pole attachments relative to the latest edition of the Telcordia Blue Book and the latest edition of the NESC.
- f) **Charges** – Verizon New England Inc. 's costs in the Unit Pricing Schedule, based on current Verizon New England Inc. unit pricing methodology.

3 – SPECIFICATIONS

Licensee shall conform to the terms and conditions contained within the Specifications Section of the most current Pole Attachment Agreement, including:

The National Electrical Safety Code (NESC)

Part 2 Section 26-261K2 Strength Requirements.

Part 2 Section 25-250 Loading Requirements

“Manual of Construction Procedures” (Blue Book), published by Telcordia Technologies Inc.

Section 4.2 Table 4 – 1 and Note 2

Section 3 Clearances

4 - NOTIFICATION

- a) Licensee shall provide 5 days advance notice, in writing (Form 8), to the Verizon New England License Administration Group prior to Overlashing to the Host Licensee. This notification shall consist of a Letter of Permission from the Host Licensee specifically granting the new Licensee permission to overlash facilities to the Host Licensee's existing licensed facilities. Licensee will coordinate its Overlash work with the local Verizon New England Inc. RCE and construction coordinator to avoid any scheduling conflicts with any Verizon New England Inc.'s construction or maintenance work.
- b) Licensee shall submit written notification (Form 8) to the Verizon New England Inc. RCE within thirty (30) days after the Overlash work has been completed, to enable the Verizon New England Inc. RCE to facilitate the Post-Construction Inspection.

5 – PROCEDURES

- a) Licensee shall perform a Self Pre-survey of all routes where it proposes to Overlash cable to the Host Licensee's facilities and provide written results (Form 5) to the Verizon New England Inc. License Administration Group.
- b) Licensee will submit a written request (Form 2) plus the appropriate advance payment to Verizon New England Inc. License Administration Group to arrange for a Pre-construction Survey of all locations where Licensee has

determined Subsequent Make-ready Work is necessary by Verizon New England Inc. to accommodate Licensee's proposed overlash work.

- c) Verizon New England Inc. will prepare Form 4 for the Licensee's review and Licensee will sign and return Form 4 with an advance payment to Verizon New England Inc. to cover the applicable charges for the Pole Make-ready Work of those poles identified by Licensee's Self Survey as needing make-ready work.
- d) Verizon New England Inc. RCE will provide the Licensee with an associated work schedule and estimated construction completion date for the Make-ready Work.
- e) Licensee may proceed to place the overlashed cable in sections of aerial facilities requiring no Make-ready Work. Licensee may proceed to place the overlashed cable in sections of aerial facilities requiring Make-ready Work when all parties affected concur that a non-compliance will either be corrected by the Licensee concurrently with the Overlash project, or by any other attacher, Joint Owner or Joint User after the Overlash project has been completed.
- f) Licensee shall notify Verizon New England Inc. in writing (Form 8) that the Overlash project has been completed. Verizon New England Inc. may perform a Post-construction Inspection of the poles included in the Licensee's Overlash project within ninety (90) days of receipt of (Form 8).
 - 1) If Verizon New England Inc. performs a Post-construction Inspection of the poles involved in the Licensee's Overlash project and all work is in compliance with the requirements and specifications, the cost of the inspection will be borne by Verizon New England Inc. and no further Post-construction Inspection will be required. Verizon will provide the Licensee with the written results of the inspection (Form 11 and Form 9PCI) within thirty (30) days.
- g) If Verizon New England Inc. performs the Post-construction Inspection of the poles involved in the Licensee's Overlash project and determines that Licensee's work is not in compliance, Licensee will pay Verizon New England Inc. for the inspection of those poles found in noncompliance. Verizon will provide the Licensee with the charges for the inspection via (RCETEMP 4). In addition, Verizon New England Inc. may perform and Licensee will prepay for the Post-construction Subsequent Inspection of those poles found to be in noncompliance in order to ensure that the Licensee has brought its facilities into compliance. Verizon New England Inc. will provide Licensee with the results of the inspection, (Form 11 and Form 9 SI), within thirty (30) days of the inspection in order that the Licensee may bring its facilities into compliance.
- h) Verizon New England Inc. will continue to conduct Post-construction Subsequent Inspections until all of Licensee's facilities as a result of the Overlash project have been made compliant. If the results of the Post-construction Subsequent Inspections show results that are in non-compliance

with the aforementioned requirements and specifications, Licensee shall correct such non-conforming condition within thirty (30) days of written notification (Form 9 SI) from Verizon New England Inc. RCE. Where Licensee fails to correct the stated non-compliant condition within thirty (30) days, Verizon New England Inc. may revoke Licensee's right to perform Overlash Self Pre-survey and Licensee shall be responsible for any costs associated with correcting such non-compliant conditions.